

**Request for Proposal (RFP) for General Assessing Services,
Maintaining Agreeable Central Tendencies &
Cyclical Data Verification for the
Town of Holderness, NH**

Town of Holderness

1089 US Route 3

PO Box

Holderness, NH 03245

Contracting Body: Board of Selectmen

Contact: Michael Capone, Town Administrator

Phone (603) 968-2145

administrator@holderness-nh.gov

Section I. Functions/Responsibilities:

The Town of Holderness seeks to retain a Professional Assessing Service Contractor to perform the duties and functions of Municipal Assessor as requested below and summarized above.

Section II. Holderness information:

Number of Property Record Cards: 1934

Total Residential Land: 1781 (Vacant: 361, Improved: 1420)

Parcels in Current Use: 279

Utilities: 5 parcels (NH Electric Coop, PSNH and Groton Wind LLC)

Tax Exempt: 90

Commercial/Industrial: 58 (5 Vacant, 53 Improved)

Manufactured Homes: 185

Software System: Tyler CLT (Univers) Tax program is BMSI

Certification Years: 2018

Cyclical: 100% done

Section III. Company Identity:

Name: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Principal Place of Business if different than above: _____

Telephone: _____ **Fax:** _____

Contact Person name and title: _____

Authorized Signer, name and title: _____

A list of N. H. clients shall be included to which the vendor has provided services over the past five years including at least three projects for a comparable Town. Also the proposal shall include a list of qualifications and experience of the staff who will be working with the Town. All appraisers need to be approved by the NHDRA in the grading classifying and appraising of all property covered by this contract and competent to perform the work they are called upon to do. All field personnel will carry suitable ID cards with up-to-date photograph and signed by the Board of Selectmen or Town Administrator.

Section IV. Relationship of the Parties:

The relationship between the Contractor and the Town shall be that of an Independent Contractor. As such, the Contractor shall hold the Town, its agents, servants and employees harmless, at the Contractor's sole expense, to any liability or legal proceeding occurring as a result of the Contractors' action(s) or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees. It is understood by the parties that legal proceedings resulting from appeals of property valuations or constitutional interpretations concerning property valuations are not subject to this clause.

Section V. Insurance\Indemnification:

Certificates of insurance, identifying the Town as co-insured, will be submitted to the Town no more than thirty (30) days after the signing of the contract. The Town will be notified within fifteen (15) days in the event of loss or change in coverage or conditions or amounts of coverage. Each policy of insurance shall be issued by a financially secure insurer, duly licensed to do business in the State of New Hampshire.

The following insurance will be maintained by the Contractor over the course of the contract:

Comprehensive General Liability insurance for bodily injury in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Public liability insurance with a Comprehensive General Form to include, without limitation: Premises, Operations, Completed Operations, Product, Independent Contractors, Broad Form Property Damage, Blanket Contractual Insurance, and Personal Injury. Errors and Omissions Insurance with no less than \$1,000,000 combined single limit, \$2,000,000 aggregate. Automobile insurance written with comprehensive coverage for owned, hire and non-owned vehicles. The limit for any one accident will be \$1,000,000. Workers Compensation coverage shall be maintained at New Hampshire statutory limits.

Section VI. Termination/Resignation:

FORCE MAJEURE: Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the State of New Hampshire, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of ongoing property value update programs, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this agreement in accordance with the provisions of the following paragraph.

Subject to the provisions of the above paragraph entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the Town shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

All work shall be the property of the Town which shall own the data and all related information. In the event the Town terminates the Contract as indicated above or at the end of any annual term the Town does not renew the contract all finished and unfinished work product shall be transmitted to the Town. The Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Town shall not preclude the Town or the Contractor from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights by the Town or Contractor may possess in the event of the Contractors' failure to perform.

Section VII. Misrepresentation or Default:

The Town may void any and all contract(s) at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire Town.

In the event that any Contract person or employee assigned to the Town of Holderness is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Town shall have no obligation of prior notice, and may immediately terminate any and all Contracts.

Section VIII. Transfer, Assignment, Sub-letting:

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the Contractor from the Town hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Assessors, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the Contractor in the absence of such assignment.

Section IX. Work Product:

- A. All information acquired by the Contractor from the Town or from others at the expense of the Town in performance of the agreement shall be and remain the property of the Town. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the Town shall be and remain the property of the Town.
- B. The Contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

Section X. Services \ Accommodations:

The Contractor agrees to provide all services, support, personnel, labor, personal materials and equipment to perform the services that are the subject of the RFP in compliance with NH Department of Revenue Administrative Rules and standards as adopted by the Assessing Standards Board.

The Contractor: The Contractor shall provide all the above slated resources. Personal materials include calculators and field inspection equipment. Any additional hardware or software that is needed shall be specified.

The Town: The Town shall provide office space with desks, tables, and chairs for use by the agents and employees of the Company in the execution of this contract. Also, the Town shall provide access to a computer with links to the Tyler CLT CAMA system, access to a copy machine for copying work related documents and keys to the work space at no cost to the Contractor. The successful vendor will not disrupt the current electronic interface with the BMSI tax billing system.

Section XI. Work Schedule / Key Personnel Assignment:

The Assessor's hours will remain flexible according to the immediate needs of the Town, but will be sufficient to accommodate abatement requests, processing state forms, and required meetings with the DRA and Board of Selectmen.

Section XII. Scope of General Services:

It is understood by both parties that the hours worked by the personnel are sufficient to accomplish the tasks laid out in this RFP:

1. Adequately manage and maintain but not limited to the following; exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations.
2. Perform field inspections to collect data for all new construction and properties with active building permits.
3. Perform field inspections on all properties which have transferred during the contract period, and investigate and verify the circumstances surrounding all sales;
4. Perform field inspections, measuring, and other studies to review all abatement requests;
5. Meet with taxpayers wishing to discuss their valuations,
6. Meet with the Board of Selectmen upon request.
7. Post changes to Property Record Cards.
8. Prepare assessing-related documents to include, but not limited to: Semi-Annual Tax Warrant; MS-1 Summary Inventory Valuation; PA-45 Residential Monitoring Report; Parcel Count Request.
9. Consider all properly filed abatement requests by any taxpayer and after review and research, shall make a recommendation to the Board of Selectmen in writing.
10. Meet with State Monitors to ensure the Town is meeting all certification requirements of DRA and to maintain a good working relationship.
11. Perform annual assessment to sales ratio studies for the purpose of informing the Selectmen of the need for a full revaluation, partial revaluation or statistical update to be compliant with RSA 75:8 Revised Inventory.
12. Provide support to the Town in all formal appeals to the Bureau of Tax and Land Appeals (BTLA) or Superior Court.
13. Review MS1 Report.
14. Review of equalization reports from NHDRA and manage any protests to the department.

Section XIII. Scope of Cyclical Data Verification Seviles:

It is understood by both parties that any individual assigned data verification duties will be done according to DRA Rev. 600 rules.

1. Plan a random selection of twenty five percent (25%) of the Town **not** duplicating but inclusive of any new construction or sales verification properties. Correct any incorrect data elements and reassess corrected parcels.
2. Perform measuring and listing on all properties that have transferred during the period and investigate and verify the circumstances surrounding all sales. Correct any incorrect data elements and reassess corrected parcels.
3. Update digital images as needed.
4. Perform annual ratio studies of all stratum and interpret to the Administration and BOS.
5. If the data-collector is some other than the assigned Assessor the assigned Assessor will review the collectors work for quality and accuracy.
6. Maintain a list of all properties **not** having the benefit of an interior inspection for future appointment mailings prior to any update of values.
7. By 2018 all the properties in the town will have been reviewed since the last certification year (2013).

Section XV. Ratio and Central Tendency Study and Adjustment:

1. With the approval of the Selectmen ensure values are at 100% of Market Value annually and the ratio for all classes of property fall within 5% of the Town's median ration or such other standard as the Board of Selectmen agree is reasonable for equity between property owners.

Section XV. Compensation:

The proposal must include completion of the following fee schedule:

General Services:

Year	Pickup including new construction, current use assessment, etc. per parcel	Hourly rate assessing work including Land Use change tax, gravel, tax appeals, ratio study	Appeals BTLA or court hourly rate
2017			
2018			
2019			
2020			
2021			

Cyclical Data Verification:

2017 Price per parcel _____ x 484 = _____

2018 Revaluation Year – assumes other clerical tasks and update to be completed with no measure and list activity

2019 Price per parcel _____ x 484 = _____

2020 Price per parcel _____ x 484 = _____

2021 Price per parcel _____ x 484 = _____

Statistical update of values to improve ratios and central tendencies:

2017 Cost of Statistical Update if requested by Board _____

2018 Certification Year update of values if necessary to comply with state requirements _____

2019 Cost of Statistical Update if requested by Board_____

2020 Cost of Statistical Update if requested by Board_____

2021 Cost of Statistical Update if requested by Board_____

Section XVI. Term:

The term of this Agreement shall be for a period of one (1) year from July 1, 2016 through June 30, 2017 with four specified renewal one year terms at the Town's option subject to approval at successive Town Meetings.

The Contractor shall be compensated as an independent contractor under this Agreement. As such, the Contractor shall be responsible for providing F.I.C.A., Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to the Town of Holderness.

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY PROPOSAL AS INCOMPLETE.

The Town reserves the right to reject any or all proposals in the best interest of the Town, to waive informalities and technicalities and to accept the proposal that the Town deems to be in its best interest. Proposal price is an important consideration, but not the sole criteria to be considered. The Board of Selectmen is also considering an inter-municipal agreement which it may enter into in lieu of hiring a firm under this proposal.

This Request For Proposal (RFP) shall be due in the Selectmen's Office, 1089 US Route 3, PO Box 203, Holderness, NH 03245, in a sealed envelope clearly labeled "Assessing Proposal", on or before 4 PM, April 1, 2016. No late proposals will be considered.